TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acronis Inc. Ltd.		12/16/2011	CORPORATION: BERMUDA

RECEIVING PARTY DATA

Name:	Acronis International GmbH
Street Address:	Rheinweg 9
City:	Schaffhausen
State/Country:	SWITZERLAND
Postal Code:	8200
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	85309840	
Serial Number:	85309854	INSTANT RESTORE
Serial Number:	85328876	VMPROTECT
Serial Number:	85201646	ACRONIS BACKUP & RECOVERY
Serial Number:	78914175	UNIVERSAL DEPLOY
Serial Number:	78894811	ACRONIS SNAP RESTORE
Serial Number:	78753799	RECOVERY MANAGER
Serial Number:	78749922	SNAP RESTORE
Serial Number:	78749025	SECURE ZONE
Serial Number:	78720764	DRIVE CLEANSER
Serial Number:	78715735	ACRONIS
Serial Number:	78715657	
Serial Number:	78703239	PRIVACY EXPERT
Serial Number:	78677535	SNAP DEPLOY
		TRADEMARK

REEL: 004758 FRAME: 0939

Serial Number:	78652837	SNAPDEPLOY
Serial Number:	78418967	DISK DIRECTOR
Serial Number:	78433872	DEPLOY DIRECTOR
Serial Number:	78419007	PRIVACY DIRECTOR
Serial Number:	78418988	BACKUP DIRECTOR
Serial Number:	78403292	ACRONIS COMPUTE WITH CONFIDENCE
Serial Number:	77778991	ACRONIS BACKUP AND RECOVERY
Serial Number:	77685824	ACRONIS ADVANTAGE
Serial Number:	77611276	CHANNELS 1ST
Serial Number:	77353675	ACRONIS RECOVERY
Serial Number:	77335743	TRY&DECIDE
Serial Number:	77063864	FULL CIRCLE

CORRESPONDENCE DATA

Fax Number: 5052135750

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 202 293 1191

Email: george@bardmesserlaw.com

Correspondent Name: George S. Bardmesser

Address Line 1: 1025 Connecticut Avenue, N.W.

Address Line 2: Suite 1000

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER: 2282.0000000

DOMESTIC REPRESENTATIVE

Name: George S. Bardmesser

Address Line 1: 1025 Connecticut Avenue, NW, Suite 1000
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	GEORGE S. BARDMESSER
Signature:	/GB/
Date:	04/17/2012

Total Attachments: 4

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TRADEMARK
REEL: 004758 FRAME: 0940

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is effective as of <u>December 16</u>, 2011 (the "Effective Date") by and between **Acronis Inc. Ltd.**, a corporation organized and existing under the laws of Bermuda, having an office and place of business at Clarendon House, 2 Church Street, Hamilton, Bermuda (hereafter referred to as the "Assignor"), and **Acronis International GmbH**, a corporation organized and existing under the laws of Switzerland, having an office and place of business at Rheinweg 9, 8200 Schaffhausen, Switzerland (hereafter referred to as the "Assignee").

RECITALS:

WHEREAS, Assignor has adopted and used the marks listed in <u>Exhibit A</u> as trade marks and/or as service marks and is the owner of the trademarks as further described on <u>Exhibit A</u> attached hereto (the "Trademarks"), and has adopted and continuously used the Trademarks in commerce:

WHEREAS, Assignor desires to transfer to Assignee and Assignee wishes to acquire all of Assignor's rights in and to the Trademarks and the goodwill associated therewith and including the said United States Trademark Registration thereof; and

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to acquire from Assignor the Trademarks as defined below on the terms and conditions described in this Agreement;

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment.</u> In consideration of One Hundred Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfer and conveys to Assignee, free and clear of any rights and claims by Assignee or any third party, the entire right, title and interest in and to the said Trademark and the said United States Trademark registration thereof together with the good will of the business which is symbolized by the said Trademark and with the right to recover damages and profits and all other remedies for past infringements thereof. Assignor hereby represents and warrants that it has not previously assigned, transferred, pledged, liened or otherwise encumbered the Trademarks or taken any other action which would conflict with this Trademark Assignment Agreement. Assignor hereby waives any right to assert any moral rights, if any, against Assignee or any third party with respect to any aspect of the Trademark.
- 2. <u>Full Consideration</u>. The total purchase price and consideration for the Trademarks is indicated in Section 1 hereof and Assignor's interest under this Agreement shall be a contractual right to payment from Assignee alone and is not any right or basis for any claim against the Trademark itself or against any assignee or sublicensee of the Trademarks.
- 3. <u>Assignee's Deliveries</u>. On the Effective Date, Assignor shall deliver to Assignee: (i) this executed Agreement; and (ii) any other document, material or instrument reasonably

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contemplated by this Agreement to be delivered in order to transfer possession and enjoyment of the Trademarks to Assignee.

- 4. <u>Warranties</u>. Assignor warrants and represents to Assignee that (a) Assignor transfers the Trademarks, free and clear of all mortgages, pledges, security interests, judgments, orders, claims, liens, encumbrances and other restrictions, including any claims by Assignor, (b) the Trademarks do not knowingly infringe or misappropriate any third party's intellectual property rights, (c) Assignor has not sold, assigned, licensed, encumbered or in any other way disposed of the Trademarks or any component part thereof.
- 5. <u>No Conflict</u>. Assignor's performance of this Agreement will not violate or breach any agreement or obligation of Assignee, or any law, regulation, judgment or order to which Assignee or the Trademarks are bound.
- 6. <u>Further Assistance</u>. Assignor shall execute such documents and perform such acts as are reasonably requested by Assignee to assign the Trademarks to Assignee and to assist Assignee in the prosecution and enforcement of the Trademarks.
- 7. <u>Survival</u>. All of Assignor's warranties and representations herein shall be true as of the Effective Date, and survive termination of this Agreement.
- 8. <u>Severability</u>. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, each and every other provision shall nevertheless continue in full force and effect.
- 9. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written. This Agreement shall be modified or amended only by a writing signed by both Assignor and Assignee.

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Atty Docket No. 2282.0000000

Date.	have executed this Agreement as of the Effective
ASSIGNEE:	ASSIGNOR:
Acronis International GmbH	Acronis Inc. Ltd.
Alexander of the second	
Signature:	Signature:
Name: Ilya Zubarev	Name: Ilya Zubarev
Title: Director	Title: Director
Date: December 16, 2011	Date: December 16, 2011

EXHIBIT A

Serial No.	Reg. No.	Word Mark
85309840		
85309854		INSTANT RESTORE
85328876		VMPROTECT
85201646	3993903	ACRONIS BACKUP & RECOVERY
78914175	3199965	UNIVERSAL DEPLOY
78894811		ACRONIS SNAP RESTORE
78753799	3240880	RECOVERY MANAGER
78749922		SNAP RESTORE
78749025	3326806	SECURE ZONE
78720764	3143774	DRIVE CLEANSER
78715735	3145069	ACRONIS
78715657	3176517	
78703239	3153535	PRIVACY EXPERT
78677535	3112039	SNAP DEPLOY
78652837		SNAPDEPLOY
78418967	3027138	DISK DIRECTOR
78433872		DEPLOY DIRECTOR
78419007		PRIVACY DIRECTOR
78418988	3031580	BACKUP DIRECTOR
78403292	3031537	ACRONIS COMPUTE WITH CONFIDENCE
77778991	3749631	ACRONIS BACKUP AND RECOVERY
77685824	3691884	ACRONIS ADVANTAGE
77611276	3638714	CHANNELS 1ST
77353675	3517962	ACRONIS RECOVERY
77335743	3467195	TRY&DECIDE
77063864	3394062	FULL CIRCLE